

Fill in this information to identify the case:

Debtor 1 BARBARA A NEIMAN

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Middle District of Pennsylvania

Case number 19-01607

Official Form 410S1

## Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: M&T Bank Court claim no. (if known): 5

Last 4 digits of any number you use to identify the debtor's account: 7010

Date of payment change:  
Must be at least 21 days after date of this notice 10/08/2020

New total payment: \$ 293.31  
Principal, interest, and escrow, if any

### Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

Current escrow payment: \$ \_\_\_\_\_ New escrow payment: \$ \_\_\_\_\_

### Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☒ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

Current interest rate: \_\_\_\_\_ % New interest rate: \_\_\_\_\_ %

Current principal and interest payment: \$ \_\_\_\_\_ New principal and interest payment: \$ \_\_\_\_\_

### Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☐ No

☒ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: Application of the Periodic Rate

Current mortgage payment: \$ 303.62 New mortgage payment: \$ 293.31

Debtor 1

**BARBARA A NEIMAN**

First Name

Middle Name

Last Name

Case number (if known) **19-01607****Part 4: Sign Here**

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.



I am the creditor.



I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

**x /s/ BRYANT FAISON**

Signature

Date **06/05/2020**

Print:

**Bryant Faison**

First Name

Middle Name

Last Name

Title **Bankruptcy Ops Specialist**

Company

**M&T Bank**

Address

**475 Crosspoint Parkway**

Number

Street

**Getzville**

City

**NY**

State

**14068**

ZIP Code

Contact phone

**716-529-2216**Email **bfaison@mtb.com**

# CERTIFICATE OF SERVICE

I hereby certify that on 9/15/2020 I have served a copy of this Notice and all attachments to the following:

By U.S. Mail, postage pre-paid

Debtor: BARBARA A NEIMAN  
371 KUNKLE'S MILL RD  
DOVER, PA 17315

By CM/ECF

Debtor's Attorney: JOHN HYAM

Trustee: CHARLES DEHART

/s/ Bryant Faison  
M & T Bank

E-N

STATEMENT PERIOD	
08/17/20	09/13/20

ACCOUNT NUMBER

### Home Equity Line of Credit Account Summary

Billing Date	09/13/20
Current Due Date	10/08/20
Days in Billing Period	28
Amount Billed This Statement	\$ 293.31
Over Credit Limit Amount	\$ 0.00
Past Due Amount	\$ 0.00
<b>Total Payment Due</b>	<b>\$ 293.31</b>
Draw Period Expiration Date	10/04/23
Credit Limit	\$ 21,800.00
Available Credit	\$ 0.00
Finance Charge YTD	\$ 777.36
<b>ANNUAL PERCENTAGE RATE</b>	<b>5.2044%</b>

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BARBARA A NEIMAN  
LOWELL A NEIMAN  
371 KUNKLE'S MILL RD  
DOVER PA 17315-1925

### HOME EQUITY LINE OF CREDIT FINANCE CHARGE AND BALANCE SUMMARY

	RATE 1 BASE	RATE 2 LOAN 4001	TOTAL
Previous Balance (08/16/20)	\$ 10,277.25	\$ 8,208.58	\$ 18,485.83
+ Advances & Debits	\$ 0.00	\$ 0.00	\$ 0.00
- Payments & Credits	\$ 68.07	\$ 235.55	\$ 303.62
+ <b>FINANCE CHARGE</b>	\$ 46.00	\$ 33.22	\$ 79.22
+ Life Insurance Charge (*)	\$ 11.76		\$ 11.76
+ Late Charges	\$ 0.00		\$ 0.00
+ Other Charges	\$ 0.00		\$ 0.00
New Balance	\$ 10,266.94	\$ 8,006.25	\$ 18,273.19
Periodic Rate	0.0160928%	0.0147267%	
<b>Corresponding ANNUAL PERCENTAGE RATE</b>	5.8900%(**)	5.3900%(+)	
Average Daily Balance	\$ 10,209.18	\$ 8,056.69	
<b>FINANCE CHARGE</b>	\$ 46.00	\$ 33.22	
Due to Application of Periodic Rate			

Please See Reverse Side for Explanation of Footnotes

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PAYMENT DUE BY:	10/08/20
TOTAL AMOUNT DUE:	\$ 293.31

STATEMENT PERIOD  
08/17/20 09/13/20

Additional Principal to RATE 2 - LOAN 4001 \$

ACCOUNT NUMBER

BARBARA A NEIMAN  
LOWELL A NEIMAN  
371 KUNKLE'S MILL RD  
DOVER PA 17315-1925

TOTAL AMOUNT ENCLOSED IS \$

Please make checks payable to:

M&T BANK  
P.O. BOX 62146  
BALTIMORE, MD 21264-2146

Please return this stub with your  
payment. Thank you.

**Average Daily Balance.** If you have a home equity Line of Credit account, the "average daily balance" of your account (including current transactions) can be used to figure the finance charge. To get the "average daily balance" we take the beginning balance of your account each day, add any new advances, and subtract any payments or credits, unpaid finance charges, other charges, and credit insurance premiums. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." If the periodic rate shown on the front of this statement is expressed as a daily periodic rate, the finance charge can be determined by multiplying the average daily balance by the number of days in the billing cycle, and applying the daily periodic rate to that amount. If a monthly periodic rate is shown, the finance charge can be determined by multiplying the average daily balance by the monthly periodic rate.

If you have an M&T CHOICEquity Line of Credit account or if one or more Tiers are in effect, the "average daily balance" (including current transactions) for each part of your account can be used to figure the finance charge due to the application of the periodic rate for that part of the account. The average daily balance for each part of the account is determined in the same way that it is for the home equity Line of Credit accounts. If the periodic rate shown on the front is a daily periodic rate, the average daily balance for each part of the account can then be multiplied by the number of days in the billing cycle, and the daily periodic rate for each part of the account applied to that amount to determine the finance charge due to the application of the periodic rate for that part. If the periodic rate is expressed as a monthly periodic rate, the average daily balance for each part of the account can be multiplied by the monthly periodic rate for that part to determine the finance charge due to the application of the periodic rate for that part. In either case (using a daily periodic rate or a monthly periodic rate), once the finance charges for each part of the account are determined in this fashion, then they can be added together to determine the finance charge due to the application of the periodic rate for the entire account.

The Finance Charge begins to accrue on the day each loan is posted to this Account. There is no time during which credit is extended that you do not incur a Finance Charge.

A minus sign (-) indicates a credit or credit balance.

M&T Bank retains a security interest in your real property.

**Footnotes: (as applicable)**

(\*) Charges applied to total account.

(\*\*) This periodic rate and APR may vary.

(+) This periodic rate and APR will not vary.

(++) Credit Life Insurance Average Daily Balance is based on outstanding balance of whole account. Subject to a maximum amount of insurance available - refer to your policy or certificate.

Primary Account Holder Name:  
Barbara A Neiman

Account Number:

Statement Period:  
08/17/20 09/13/20

**CREDIT LIFE INSURANCE SUMMARY**

YEARLY INSURANCE RATE	DAYS IN BILLING PERIOD	AVERAGE DAILY ( + + ) BALANCE	DAILY INSURANCE RATE	LIFE INSURANCE CHARGE
0.8460%	28	\$ 18,170.00	0.0023114%	\$ 11.76

**ACCOUNT ACTIVITY**

DATE	DESCRIPTION	ADVANCES/ DEBITS	PAYMENTS/ CREDITS	DAILY BALANCE
08/29	Payment - Thank You		\$ 303.62	\$ 18,182.21

See Reverse Side of Page 1 for Explanation of Footnotes

Primary Account Holder Name:  
Barbara A Neiman

Account Number:                      Statement Period:  
   08/17/20    09/13/20

**IF YOU HAVE ANY QUESTIONS CONCERNING YOUR ACCOUNT, PLEASE CALL HOME EQUITY CUSTOMER SERVICE AT 1-800-724-6444.**

Any payment we receive for application to amounts owing under the account need not be posted to the account or considered to have been made until the fifth day after we receive it unless it is (1) made in United States funds, in cash delivered in person or by a check or money order payable to our order, (2) accompanied by a payment stub for the account and (3) received by us at our address indicated on the payment stub by 1:00 P.M. on any day Monday through Friday that is not a legal holiday.

**BILLING RIGHTS SUMMARY**

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at M&T BANK, P.O. BOX 767, BUFFALO, NY 14240, Attention: HOME EQUITY SERVICING DEPARTMENT, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- \* Your name and account number.
- \* The dollar amount of the suspected error.
- \* Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.

You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we are investigating your question, we cannot report you as delinquent or take any action to collect the amount in question.